

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 22-cv-61467-Moore

JOHN RHONE,

Plaintiff,

v.

A.T.A. MEAT COMPANY, INC.,
LOUI JABR,

Defendants.

_____ /

**MOTION FOR APPROVAL OF PARTIES' SETTLEMENT
AND DISMISSAL WITH PREJUDICE**

Plaintiff, JOHN RHONE, by and through the undersigned counsel, hereby file this motion seeking the Court's approval of the parties' settlement agreement filed contemporaneously herewith as **Exhibit A** and dismissal of Plaintiff's claims with prejudice conditioned upon the Court's reservation of jurisdiction to enforce the terms of the settlement.¹ In support, Plaintiff states the following:

1. In the Eleventh Circuit, a compromise of an FLSA claim must either be supervised by the Secretary of Labor or must be approved by the District Court. *See Lynn's Food Stores, Inc. v. U.S. Department of Labor*, 679 F.2d at 1350 (11th Cir. 1982). To approve the settlement, the court should determine that the compromise is a fair and reasonable resolution of a bona fide dispute over FLSA provisions. *Id.* at 1354. If the settlement terms meet the aforementioned criteria, the Court should approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.*; *see also Sneed v. Sneed's Shipbuilding, Inc.*, 545 F.2d 537, 539 (5th Cir. 1977).

¹ *See Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1280 (11th Cir. 2012).

2. Defendants contends that Plaintiff was paid for each and every hour worked, all compensation that was due, and deny that Plaintiff is entitled to any compensation. Therefore, had this case proceeded to trial, Plaintiff may not have recovered any amount. To avoid the risk, cost, delay, and distraction of continued litigation, the parties have agreed to the attached settlement agreement.

3. Pursuant to this settlement, Plaintiff is receiving more than 100% of his claimed unpaid overtime wages notwithstanding Defendants' contention that no overtime is owed.


4. Pursuant to the terms of the parties' Settlement Agreement, Plaintiff's counsel is receiving \$5,000 in attorney's fees and \$515 in costs. Attached as **Exhibit B** is Plaintiff's counsel's Affidavit and Billing Statement.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order: (1) approving the terms of the settlement agreement as a fair and reasonable compromise of disputed claims, and (2) dismissing this action with prejudice conditioned upon the Court retaining jurisdiction to enforce the terms of the parties' settlement agreement.

Submitted on this 1st day of November 2022.

Respectfully submitted,

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